

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

WESTFIELD INSURANCE	:	
COMPANY,	:	CIVIL ACTION
Plaintiff,	:	
v.	:	
	:	
LUCIO GRANESE et al.,	:	
Defendants.	:	No. 10-795
	:	

ORDER

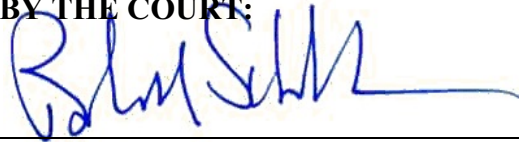
AND NOW, this 4th day of **February, 2011**, upon consideration of Plaintiff Westfield Insurance Company's Motion for Summary Judgment, Defendants' Opposition thereto, Plaintiff's Reply thereon, and for the reasons stated in the Court's Memorandum dated February 4, 2011, it is hereby **ORDERED** that:

1. Plaintiff's Motion (Document No. 17) is **GRANTED**.
2. Judgment is entered in favor of Plaintiff and against all defendants.
3. Plaintiff has no obligation to continue to defend or indemnify Lucio Granese for any damages or other legal obligations that he may incur as a result of the institution of the matter of Anthony Genuardi and Nella Genuardi v. Lucio Granese, No. 09-18193, which was filed in the Court of Common Pleas of Montgomery County, Commonwealth of Pennsylvania.
4. Plaintiff's Motion in Limine to Preclude Lucio Granese From Testifying or Otherwise Adducing Evidence Contrary to the Complaint's Allegations (Document No. 23) is **DENIED as moot**.
5. Plaintiff's Motion in Limine to Preclude the Introduction of Evidence Other Than the Underlying Complaint and the Relevant Insurance Policy (Document No. 24) is

DENIED as moot.

6. Plaintiff's Motion for Leave to File a Reply in Support of Motion for Summary Judgment (Document No. 26) is **GRANTED**.
7. The Clerk of the Court is directed to close this case.

BY THE COURT;

A handwritten signature in blue ink, appearing to read 'Berle M. Schiller', written over a horizontal line.

Berle M. Schiller, J.